



# WASHOE COUNTY

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CM/ACM	<u>KS</u>
Finance	<u>DAV</u>
DA	<u>[Signature]</u>
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Other	<u>N/A</u>

## STAFF REPORT

BOARD MEETING DATE: December 9, 2014

**DATE:** November 17, 2014

**TO:** Board of County Commissioners

**FROM:** Joe Howard, P.E., Sr. Engineer/Acting Utility Operations Manager,  
Community Services Department, 954-4623, [jhoward@washoecounty.us](mailto:jhoward@washoecounty.us),

**THROUGH:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**SUBJECT:** Recommendation to approve an Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities between Washoe County and SPB Utility Services, Inc. for a five-year period from January 1, 2015 to December 31, 2019 [estimated cost of \$78,056.30 per month]. (All Commission Districts.)

### SUMMARY

During the third quarter of 2014, the Community Services Department (CSD) utilized a qualifications based process to select a private wastewater operations firm for full-service contract operation of County owned wastewater conveyance and treatment facilities. The terms of the contract allow for a five year contract with an option for an additional five year term upon mutual consent of both parties. SPB Utility Services Inc. (SPB) was the only firm to submit the required Statement of Qualifications for consideration. The CSD utilized a detailed scope of services to negotiate an annual cost of operations with SPB.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

### PREVIOUS ACTION

May 2014 - the Board of County Commissioners (Board) approved Amendment No. 3 to the Agreement with SPB extending the terms of the Agreement an additional six months in the amount of \$406,730.82 (\$67,788.47 per month).

December 2013 – the Board approved Amendment No. 2 to the Agreement with SPB extending the terms of the Agreement an additional six months in the amount of \$406,730.82 (\$67,788.47 per month).

December 2010 – the Board approved Amendment No. 1 to the Agreement with SPB extending the terms of the Agreement an additional three years in the amount of \$776,926.00 per year with provisions for annual adjustments (\$64,743.83 per month).

AGENDA ITEM # 865

November 2007 – the Board approved the Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities with SPB Utility Services Inc. in the amount of \$729,010 for a three year term, with an option to renew for three additional years (\$60,750.83 per month).

May 2007 – the Board approved Amendment No. 3 to the Agreement with SPB extending the terms of the Agreement an additional four months in the amount of \$239,536.52 (\$59,884.13 per month).

June 2002 – the Board approved Amendment No. 2 to the Agreement with SPB extending the terms of the Agreement an additional five years in the amount of approximately \$564,000 per year (\$47,000 per month).

September 1997 – the Board approved Amendment No. 1 to the Agreement with SPB adding facilities maintenance and assistance regarding utility matters with with a not to exceed amount of \$80,850 with annual price adjustments.

June 1997 – the Board approved the original Agreement for Full Services Operations and Maintenance of Washoe County Sewer Facilities with SPB Utility Services Inc. with an annual cost of \$393,141.96 (\$32,761.83 per month).

## **BACKGROUND**

The CSD currently utilizes three treatment plants and 15 pump stations to provide sewer service to approximately 65,000 residents in Washoe County. The CSD also utilizes three storage reservoirs and two booster pumping stations to provide highly treated reclaimed wastewater effluent to 300 large irrigation customers. The wastewater and reclaimed water facilities consist of biological nutrient removal processes and mechanical pumping stations which require around the clock supervision, daily process monitoring, frequent repairs and alarm response. Washoe County has traditionally operated these facilities utilizing private contract operations firms. The current contract for full service wastewater operations is set to expire December 31, 2014.

The CSD advertised the Request for Qualifications for full service contract wastewater operations services in the Reno Gazette Journal classified section, through online services of [www.demandstar.com](http://www.demandstar.com) and through contractor plan houses from July 28 to August 12, 2014. The CSD offered a five year contract term with an option for an additional five year term upon mutual consent of both parties. This resulted in three firms contacting the CSD and expressing an interest in the contract. Two firms participated in a mandatory facilities tour. SPB Utility Services Inc. (SPB) was the only firm to submit the required Statement of Qualifications.

The CSD conducted contract negotiations with SPB in September and October, 2014. A detailed scope of services was utilized for negotiations and both parties agreed upon an estimated contract cost of \$936,675.54 per year (\$78,056.30 per month). The scope of services included routine tasks such as equipment maintenance, generator maintenance, data collection and report preparation, laboratory testing, regulatory compliance issues, chemical deliveries, landscape maintenance and afterhours alarm monitoring. The scope

of services also included new tasks associated with addressing issues with enhanced nutrient removal, satisfying reclaimed water system customer needs and promotes a shift towards the use of predictive maintenance techniques for preventing equipment failures and promoting asset life.

The County first contracted with SPB for wastewater facility operations in 1997. SPB has since operated and maintained the County owned facilities in a manner that has met or exceeded Nevada State and Federal EPA standards, saved the County money wherever possible through operational facilities, kept the facilities in immaculate condition and maintained the highest standards of facility management.

The CSD is currently working on several wastewater facility rehabilitation and expansion projects which will result in future increased labor-hours associated with facility operation. The new operations contract includes provisions which allow for contract cost adjustment as labor requirements change or as facility needs are refined. With the consent of both parties, the contract cost may be renegotiated to ensure adequate compensation. This Agreement will expire December 31, 2019.

#### **FISCAL IMPACT**

The estimated fiscal impact of this Agreement is \$936,675.54 per year with price adjustments as set forth under the terms and conditions of this Agreement. Budget authority for the Agreement may be found in cost centers 664900 (Sewer Operations) and 664500 (Reclaimed Water Operations) in account number 710215 (Operating Contracts). Revenues in support of this Agreement are provided from sewer and reclaimed water customers who use the CSD's facilities.

#### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve an Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities between Washoe County and SPB Utility Services, Inc. for a five-year period from January 1, 2015 to December 31, 2019 [estimated cost of \$78,056.30 per month].

#### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be. "Move to approve an Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities between Washoe County and SPB Utility Services, Inc. for a five-year period from January 1, 2015 to December 31, 2019 [estimated cost of \$78,056.30 per month]."

**AGREEMENT FOR FULL SERVICE OPERATION AND MAINTENANCE  
OF WASHOE COUNTY SEWER FACILITIES**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2014, is between Washoe County, a political subdivision of the State of Nevada, hereinafter referred to as "County", and SPB Utility Services Inc., a corporation of the State of Nevada, hereinafter referred to as "SPB."

**WITNESSETH:**

WHEREAS the County and SPB desire to enter into an agreement for operation and maintenance services of the County's sewerage facilities; and

WHEREAS SPB was determined to be the lowest, responsible, operator thereof;

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the County and SPB both agree as follows:

**I. GENERAL**

The County engages SPB to furnish the services hereinafter mentioned at and for the compensation herein provided, and SPB accepts said engagement upon said terms. SPB agrees to maintain staffing levels in accordance with accepted industry standards.

The term of this agreement shall be from January 1, 2015 to December 31, 2019, except as it may be extended as hereinafter provided.

**II. FULL SERVICE OPERATION**

**A. Scope of Services**

1. SPB represents to the County by the execution of this agreement that it is qualified in all respects to perform the operation services that it herein agrees to perform. SPB will utilize its knowledge and experience to operate the County's sewerage facilities so that the effluent discharged there from, meets all the requirements of all governmental regulatory agencies, within the limits of the operating capability of the sewerage facilities, provided that at all times the plant influent does not contain abnormal and biologically toxic substances that cannot be treated or removed in the facilities using the existing process and equipment; and provided that the water and sewerage facilities are not rendered inoperable for any reason within the control of SPB. Should any hazardous or toxic components be transported through the sewer collection system to the sewage

treatment plant and demonstrate a tendency to disrupt the biological processes, SPB will collect samples for analysis and assist in determining the possible impacts and sources. If effluent, biomass or sludge contains excessive levels of toxic materials, SPB will assist in obtaining regulatory approval for an appropriate disposal site. Required State of Nevada water and wastewater certifications and key staff are listed in Exhibit A.

2. Operating services to be performed by SPB include, but are not limited to those set forth in the Scope of Services - Exhibit B.
3. SPB will provide all necessary labor to perform the normal operating work tasks required to keep the County sewerage facilities in good operating condition. This includes labor for repairs and/or equipment replacement that can normally be completed in the field with treatment plant operator skills. Special technician or craftsman personnel required to complete other repairs will be pre-authorized by the County as set forth in Section III Full Service Maintenance.
4. The County will furnish all existing laboratory glassware, chemicals, equipment, materials and supplies for SPB's utilization. All other laboratory items (glassware, chemicals, reagents, tools, equipment and materials and supplies) will be provided and/or maintained by SPB in good condition.

The County will pay for all repairs and parts that are necessary for equipment repair or replacement during the term of services not provided for in paragraph above. The County will be billed separately for these items with no mark up or sales tax.

5. SPB agrees to submit monthly operation reports for each treatment facility and quarterly reports (DMR's) for NPDES report purposes, to the County, and assist the County in submitting reports to agencies as required.
6. SPB will prepare an inventory of laboratory glassware, chemicals, reagents, materials, supplies, tools and equipment on-hand as defined in Exhibit B – Scope of Services, and will be responsible for replacement of lost or damaged items.

#### **B. Compensation for Operation**

The County shall pay SPB as compensation for the full service operation performed during the (12) month period of January 1, 2015 to December 31, 2015, the sum of **\$78,056.30** per month, to be paid on or before the 15<sup>th</sup> day of each calendar month following receipt of an invoice for the previous

month's service. For the period from January 1, 2016 to December 31, 2016, and each subsequent year, compensation will be determined according to price adjustments defined in Articles VI A and B and Article X or as mutually agreed upon.

### **III. FULL SERVICE MAINTENANCE**

#### **A. Scope of Services**

1. SPB represents to the County by the execution of this agreement that it is qualified in all respects to perform the normal maintenance services that it herein agrees to perform. SPB will utilize its knowledge and experience to maintain the County's sewerage facilities so that the effluent discharged thereof meets the requirements of all governmental regulatory agencies within the limits of the operating capability of the sewerage facilities, provided that at all times the plant influent does not contain abnormal and biologically toxic substances that cannot be treated or removed in the facilities using the existing process and equipment and provided that the sewerage facilities are not rendered inoperable for any reason within the control of SPB.
2. Maintenance services to be performed by SPB include, but are not limited to, those set forth in the attached Scope of Services (Exhibit B).
3. SPB will provide all necessary labor to perform the normal operating maintenance work tasks required to keep the County sewerage facilities in good operating condition. This includes labor for repairs that can normally be completed in the field with treatment plant operator skills. Special technician or craftsman personnel required to complete other repairs will be pre-authorized by the County.
4. The County will furnish all existing tools and equipment for SPB's utilization. All other tools and equipment will be provided by SPB. The County will pay for all maintenance, repairs and all parts necessary for equipment maintenance, repair or replacement during the term of services not provided for in Article III A.3., above.
5. SPB agrees to submit monthly maintenance reports during monthly meetings to assist the County in submitting reports to other agencies as required. The monthly maintenance reports shall present the maintenance completed in the previous month and the projected maintenance for the next month.

#### **IV. ASSISTANCE REGARDING UTILITY MATTERS**

##### **A. Scope of Services**

1. SPB represents to the County that it is qualified to provide assistance in utility matters. SPB will utilize its knowledge and experience in utility matters to assist the County in sewerage facilities daily operations. In the day-to-day operation of a utility, there is a need for periods of time for additional assistance to meet the demands placed on the utility. SPB will provide additional necessary labor to perform assistance in utility matters.
2. Assistance will be pre-authorized by the Washoe County Community Services Department.

##### **B. Compensation for Assistance (Major & Minor Maintenance)**

The County shall pay SPB as compensation on a time and material basis and as directed and pre-authorized by the Community Services Department, in the amount not to exceed **\$240,000.00** annually. The billed monthly amount of assistance will be paid monthly, following receipt of a bill for the previous month's major and normal maintenance service. For the period of January 1, 2015 to December 31, 2015, and each subsequent year, compensation will be determined according to price adjustments defined in Articles VI A and B and Article X or as mutually agreed upon.

#### **V. STAFFING AND TRAINING**

- A. SPB will provide adequately trained and certified operations staff to perform process management and control testing for each sewage treatment facility. All SPB personnel will receive additional training through correspondence courses and attendance at Water Environment Federation (WEF) or other short courses offered in the region. SPB has also assisted in offering laboratory and process training to other community personnel when so requested.

#### **VI. WASTEWATER QUALITY, FLOW, LOADINGS, AND CHANGE IN SERVICE**

- A. Wastewater quality has historically been within normal ranges for domestic origin wastes. High flow variations observed during intense storms is being identified so corrective action can be implemented. An industrial waste surveillance program has been implemented to prevent illegal discharges by commercial and industrial facilities.

- B.** Increases in flows for Cold Springs and South Truckee Meadows will require additional consumables and chemicals if flow and loadings increase from what is currently recorded.
- C.** The County may authorize any change in sewerage system operation, reporting requirements, monitoring requirements, or in personnel qualifications required by any governmental agency having jurisdiction to order such change. In that event, the parties shall mutually determine the increase or decrease of costs of operations to the County as recited under Articles II, III and IV of the agreement.

## **VII. HOLD HARMLESS AGREEMENT**

- A.** SPB hereby agrees to, and shall, hold County, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death resulting therefrom, as well as claims for property damage that may arise from SPB's operations under this agreement, whether such operations be by SPB or by any subcontractor(s) or by any one or more persons directly or indirectly employed by, or acting as an agent for SPB.
- B.** SPB shall be liable for all fines or civil penalties that may be imposed by a regulatory agency for SPB caused violations. SPB reserves the right to contest any such fines in administrative proceedings and/or in court prior to payment by SPB.

## **VIII. INSURANCE**

- A.** SPB shall comply, during the life of this agreement, with worker's compensation laws and regulations for all its employees employed at the sewerage facilities; and with all other indemnifications and insurance requirements specified in Exhibit D. SPB will carry complete project insurance during the life of the contract.
- B.** The County shall maintain appropriate insurance covering the physical sewerage facilities.

## **IX. RENEWAL**

- A.** This agreement may be renewed for a successive term of five (5) years at the option of each party, as herein provided.
- B.** If SPB desires to renew this agreement for a successive five-year term, it shall give written notice to the County one hundred eighty (180) days prior to the termination date. If SPB's notice is conditional upon an increase in compensation in its notice, that shall also be



accompanied by a written justification of its requested increase. SPB shall furnish the County with accounting records and other such additional information as the County may request. The County shall notify SPB sixty (60) days prior to the termination date of its determination to accept or reject said offer of renewal.

#### **X. PRICE ADJUSTMENT**

- A.** Compensation adjustment shall be made and be effective as of the 1<sup>st</sup> of July each year this agreement is in effect. Changes in the scope of work, facility improvements, major changes in sewage flow or system complexity or regulatory changes may prompt the need for an increase or decrease in services. Contractual needs will be evaluated annually with changes in compensation upon mutual agreement.
- B.** Compensation adjustments shall be made according to the following U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U) for the western region of the total cost of labor. The first increase or decrease in compensation shall be effective July 1, 2016, and shall be based on the Bureau of Labor Statistics Indices as specified above, between January 1, 2015 and December 31, 2015. Each subsequent increase or decrease in compensation shall be effective each July 1, and shall be based on the preceding year's twelve (12) month's changes in the index. The percentage in compensation shall be multiplied by the previous year's compensation as a base to determine the amount of increase or decrease.

#### **XI. CLAIMS FOR DAMAGES AND ARBITRATION**

- A.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others, for whose acts he is legally liable, claims shall be made in writing to such other party within fourteen (14) days after the first knowledge of such injury or damage.
- B.** All claims, disputes and other matters in question arising out of, or related to the Agreement, or breach thereof, which arise prior to the termination of the Agreement, shall be decided by arbitration, upon the written demand of either party, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or Nevada Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

## **XII. TERMINATION**

- A.** This agreement may be terminated at any time by either party upon one hundred twenty (120) days written notice to the other party.
- B.** If this agreement is terminated by SPB or the County, SPB shall furnish the services necessary to continue operations for a period of sixty (60) days after the termination date. This sixty-day period will commence only at the County's request, for the purpose of continued supervision and of assisting in the placement and training of sewerage system personnel to be furnished by the County or other persons. In such event, the County shall pay to SPB, currently existing compensation for such sixty (60) day period.
- C.** Upon termination by either the County or SPB, the County may employ as County employees, all personnel in the employ of SPB for the sewerage facilities.
- D.** If the County should terminate the agreement at its pleasure, before the end of the five (5) years the County shall pay SPB a single termination fee per the following schedule in addition to the other fees as set forth in this agreement.

<u>Contract Duration</u>	<u>Equivalent Labor Cost</u>
One through four years	four (4) months
During the 5th year	three (3) months

## **XIII. AMENDMENT**

This agreement may be amended or modified only by the written agreement signed by both parties, and failures on the part of either party to enforce any provision of the agreement shall not be construed as a waiver of the right to compel enforcement of any provision.

## **XIV. ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

## **XV. PARTIAL INVALIDITY**

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## XVI. ATTORNEY'S FEES

If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

## XVII. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt, postage prepaid.

**All notices required to be given to SPB shall be addressed as follows:**

**SPB Utility Services, Inc.**  
430 Stoker Avenue, Suite 207  
Reno, Nevada 89503

Notices required to be given to the County shall be addressed as follows:

Washoe County Community Services Department  
P.O. Box 11130  
Reno, Nevada 8989520

Or such other addresses as may be specified by written notice by either party to the other.

IN WITNESS THEREOF, the parties hereto have caused their appropriate officers and governing bodies to execute this agreement.

**WASHOE COUNTY**

**ATTEST:**

Chairman, Washoe County Commission

Washoe County Clerk

**SPB UTILITY SERVICES, INC.**

**Kirk Peterson, President**

STATE OF NEVADA            )  
COUNTY OF WASHOE         ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared \_\_\_\_\_, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily on behalf of the individual for the uses and purposes therein mentioned.

**Notary Public**

## Exhibit A

### SPB UTILITY SERVICES, INC. Nevada Certifications

<b>Name</b>	<b>State</b>	<b>Certification</b>	<b>Grade</b>
Kirk Peterson	NV	Wastewater Treatment	IV
	NV	Water Treatment	III
	NV	Water Distribution	III
Ken Mallory	NV	Wastewater Treatment	IV
	NV	Collections	I
	NV	Water Treatment	II
	NV	Water Distribution	II
Wes Johnson	NV	Wastewater Treatment	IV
Andrew Weyman	NV	Wastewater Treatment	III
	NV	Water Treatment	I
Adrian Johnson	NV	Wastewater Treatment	IV
	NV	Water Treatment	II
	NV	Water Distribution	II
	NV	Collections	I
	NV	Laboratory Analyst	I
Daniel Peterson	NV	Wastewater Treatment	III
	NV	Water Treatment	II
	NV	Water Distribution	II
Jeff Schauwecker	NV	Wastewater Treatment	III
Christian Delladio	NV	Wastewater Treatment	II
Ty Mancia	NV	Wastewater Treatment	II
Steve Parrish	NV	Wastewater Treatment	I
	NV	Water Treatment	OIT

## Exhibit B

### SCOPE OF SERVICES

#### GENERAL REQUIREMENTS

SPB will be required to provide full service operation of Washoe County wastewater and reclaimed water facilities. The following outlines the general requirements for SPB as part of the contract:

- Provision of full service operation and maintenance of Washoe County's facilities on a 7-day per week basis within the design capabilities of the facilities. Full service operation and maintenance shall include all activities to maintain facilities in operating order and in full compliance with all legal and regulatory requirements.
- Provide adequate staffing of the facilities with properly certified personnel qualified in technical, laboratory, administrative and management issues to satisfy regulatory requirements and provide O&M services in a responsible and professional manner. SPB operations staff will be on call 24 hours per day, 7 days per week for emergency situations.
- Preparation of a complete inventory of spare parts, materials, tools and chemicals currently on site, within thirty (30) days of assuming responsibility for operation and maintenance of the facility. SPB will be required to input the inventory into County provided maintenance management software.
- Provide recommendations for any changes in said inventory, and shall work with the County's designated Contract Administrator to negotiate appropriate adjustments to the inventory, which shall be maintained over the contract term.
- Participate in an on-going review of operation and maintenance activities conducted by Washoe County through monthly meetings with plant supervisory staff, quarterly site inspections performed with Washoe County and through a review of compliance reports and/or other process data.
- SPB will be required to participate in the preparation of capital improvement budgets. This will include providing Washoe County with a list of recommend CIP projects and/or other major expenses anticipated for the upcoming year. SPB will be required to submit this list on December 1<sup>st</sup> of each year.
- SPB shall develop and implement a plan to operate and maintain the Facilities in a manner which minimizes the risk of injury to any person on the property. All staff will receive training in safe work practices. Training should include, but not be limited to, lock-out tag-out training, confined space entry training, chemical spill response and providing the appropriate personal protective equipment (PPE) for each member of the staff. All visitors to the Facilities will be required to follow established safety policies.
- **Perform Normal Repairs:** Minor repairs which require less than \$300.00 in parts or materials and which are performed by SPB staff, will be reimbursed on a cost basis with no prior approval.

**Maintenance Budget:** (Pre-Approved by Washoe County CSD). Medium sized repairs, equipment replacement or work tasks, which require over \$300.00 in materials/parts, and less than

\$3,000.00 in total costs, will be reimbursed on a cost basis. Direct labor costs will be reimbursed for sub-contractor support or contractor's labor rates. Invoices/statements with detailed descriptions will accompany all extra services.

**Pre-approval** for repairs is not required when health and safety concerns are eminent. Work under these scenarios is budgeted under maintenance and are funded annually by Washoe County CSD.

**Assistance Budget:** (Purchase order approved by Washoe County CSD Projects larger than \$3,000.00). Major upkeep, repair, replacement, maintenance and capital expenditures for plant equipment, building and grounds, are subject to authorization and approval by the County prior to the work being initiated. A separate purchase order shall be required and may be processed as a capital expenditure for reimbursement purposes. Cost allowance for this work will be billed at cost, for parts and materials (no sales tax), at cost for sub-contractor work and at approved labor rates for SPB.

- SPB will be required to provide and maintain at all times during the term of this agreement the following minimum insurance coverage:
  - Workers Compensation Insurance in compliance with the statutes of the State of Nevada which has jurisdiction of SPB employees engaged in the performance of services within with a limit to be determined by W.C. Risk Management.
  - General Liability Insurance with a minimum combined single limit to be determined by Risk Management, including the broad form property damage endorsement, and
  - Automotive Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit to be determined by Risk Management.

SPB will furnish Washoe County with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent direct from SPB to Washoe County.

- SPB will be required to prepare and co-sign all reports required by the state and federal regulatory agencies, including the Discharge Permits, and will maintain other records deemed useful by SPB and Washoe County to monitor and control the operation of the Facilities.

SPB will be required to perform the following general operational, maintenance, process monitoring and administrative tasks:

#### **Operations Activities**

1. Operate facility equipment in strict accordance with the approved O&M manuals.
2. Operate plant in strict accordance with the state discharge permit requirements.
3. Provide process control and testing and make necessary adjustments to facility.
4. Organize projects, complete appropriate work orders, and assign work.
5. Routinely document relevant operational information including, but not limited to, hour meter readings, totalizer readings, chemical usage data and solids export information.
6. Complete plant inspections with observations and recommendations on inspection forms.

7. Work with Washoe County to complete work requests/approvals.
8. Communicate directly with management and Washoe County on work progress/completion/compliance issues, etc.
9. Provide ongoing annual capital budget recommendations for plant improvements.
10. Check for use of safety equipment and PPE during repairs, work, and that appropriate forms are filled out for type of work to be done.
11. Update weekly project punch list.
12. Communication with management regarding areas of concern, ongoing projects, process, etc.
13. Provide lead coordinator for plant expansion (separate P.O.).
14. Inspect janitorial efforts for quantity and quality; make recommendations as needed.

### **Maintenance & Repair Activities**

1. Review plant maintenance and repair issues with supervisor, and Washoe County as needed.
2. Provide a yearly preventative maintenance summary along with routine submittals of predictive and preventative maintenance and repair efforts.
3. Contact outside contractors to obtain repair information and/or cost estimates for future projects.
4. Coordinate/monitor status of work performed by outside contractors and ensure timely completion projects.
5. Maintain and update equipment repair, labor, inventory and replacement records in MP2 or other maintenance program.
6. Provide plant staff with training and support for MP2 or other County approved maintenance management software.
7. Ensure pictures are being taken of repairs, projects, etc. For historical records.
8. Send DataStream/work orders to administration office, for end of month reports consolidation.

### **Process Control**

1. Evaluate instrumentation and equipment performance to ensure efficient and compliant plant operation.
2. Review daily alarms and SCADA function.
3. Supervise all sample collection and handling procedures to ensure sample accuracy.
4. Lab inspections/supervision to ensure all procedures are being followed: QA/QC.
5. Calibration of lab equipment.
6. Perform compliance and control testing.

### **Staffing & Admin Tasks**

1. Maintain appropriate operator certification levels to operate plant.
2. Train appropriate personnel for certifications, continuing education, safety etc.

3. Meet with management weekly to determine weekly tasks status.
4. Review the delegated work tasks assigned by lead operator and assign to appropriate employees.
5. Delegate daily tasks and review work completed.
6. Chair organizational meetings for all subordinates to assign weekly work.
7. Tour facilities to check quality and quantity of work completed.
8. Inspect work progress of subordinates.
9. Review employee daily activity logs/work orders.
10. Daily check subordinates work for accuracy, organization, preparedness, and efficiency, etc.
11. Supervise subordinate personnel/recommend and implement corrective actions.
12. Coordinate personnel/contractors for repairs/replacements or upgrades.
13. Help employees with organizational skills, workspaces, and complete paperwork, etc.
14. Ensure employees are trained on established standard operating procedures (SOP's) and receive annual refresher training.
15. Update calendar of duties and assist subordinates with similar duties.
16. Perform vehicle and equipment maintenance to ensure reliable operation.
17. Review weekend checklist and identify outstanding issues.
18. Review employee time sheets with work orders.
19. Employee evaluations.

#### **Documentation**

1. Supervisory staff performs a review of facility process and equipment logs.
2. Ensure all correspondence, updates, manuals; logs and reference materials are kept in appropriate binders or files and on-hand.
3. Flow, inspection, expense logs, and checklists are on file at the plant, and a copy is on file at the local administrative office.
4. Check and organize supplies needed, for the plant office and safety.
5. Weekend call list completion.
6. End of month-update calendar with tasks.



## **COLD SPRINGS WATER RECLAMATION FACILITY**

### **Operational Goals**

The following operational goals have been established for the Cold Springs Water Reclamation Facility:

- Optimize plant performance by balancing energy usage and treatment effectiveness. Operations staff to utilize information such as time of use electrical rates, motor HP ratings, variable frequency drives, electrical main and/or sub-metering data, traditional wastewater process calculations, kinetics of activated sludge process, laboratory data, data collected through the use of on-line analytical instruments, other process instruments or process measurements.
- Conduct preventative maintenance to minimize equipment failures, ensure process stability, preserve equipment life, reduce frequency of alarms, minimize contract labor and minimize after hours call-outs and/or overtime labor hours.
- Utilize predictive maintenance techniques/tools to prevent failures.
- Ensure SCADA system is storing plant data in a database for later use by trending/historian software.
- Compliance with discharge permits. Ensure laboratory testing is completed with lowest detection levels possible.
- Optimize solids dewatering by balancing chemical usage and dewatered solids moisture content. Ensure dewatered biosolids pass paint filter test and meet requirements for hauling and landfill without significant polymer usage.
- Document biosolids disposal activities.

### **Staffing Requirements**

SPB shall be responsible for onsite staffing on an eight (8) hour per day, five (5) days per week basis. There will also be Saturday and Sunday visits during daytime hours to log data and check facility operations. Additional staffing requirements include twenty-four (24) hour response to alarms, and provide cell phone/pager contact 24 hours per day, seven days per week for emergencies.

SPB will be required to provide two levels of supervision for the facility. The first level will consist of a supervisory level operator with at least 10-years of experience supervising operation of a grade IV, or equivalent, activated sludge wastewater treatment facility. The second level of supervision will consist of a and primary level operator with at least 7-years of experience supervising operation of a grade IV, or equivalent, activated sludge wastewater treatment facility. The Supervisory or Primary operator will be available on a twenty-four (24) hour per day, (7) day per week basis to coordinate and/or supervise facility operation, including any after-hours activities.

Supervisory Operator Certification Requirements:  
State of Nevada Wastewater Treatment Grade IV

Primary Operator Certification Requirements:  
State of Nevada Wastewater Treatment Grade III

### **Minimum Maintenance Requirements:**

The following outlines the routine plant maintenance activities and identifies the maintenance intervals.

Daily schedule of activities:

- Bag and remove trash.

Weekly schedule of activities:

- Check operation of Smith and Loveless duplex pump station as per manufacturer's O&M requirements.
- Check all equipment for proper operation, including screen, washer/compactor, rotors, mixers, clarifier drive mechanism, RAS pumps, WAS pumps, solids transfer pumps, chemical feed pumps.
- Rotate equipment lead/lag operation status where possible.
- Bag and dispose of trash removed from wastewater influent by manually or automatically cleaned headworks screens on as needed basis.
- Record equipment totalizer hours.
- Run control tests for dissolved oxygen, settling, pH and suspended solids.
- Calculate and adjust biosolids wasting requirement.
- Adjust return activated sludge and sludge wasting for continuous operations.
- Conduct microscopic exam of activated sludge to assist in plant operating parameters.
- Adjust air flow to ensure adequate dissolved oxygen concentration of the solids digestion process.
- Operate solids digestion basin decant system.
- Monitor solids digestion processes and perform calculation of percent solids destruction.
- Perform dewatering of biosolids as needed.
- Coordinate hauling of dewatered biosolids. To include preparation and wash down of roll-off dumpsters.
- Collect and transport samples for testing in compliance with Washoe County Solids Disposal permit.
- Check chemical feed systems for proper operation.
- Check bulk chemical storage levels. Order chemicals as needed.
- Collect and transport samples for testing in compliance with NDPES discharge permit.
- Wash down clarifier v notch weir and effluent channel. Remove algae or plant material.
- Clean plant equipment as required.

Monthly schedule of activities:

- Check facility lighting for security.
- Exercise valves associated with solids transfer lines.
- Check generator as described in "Generator Service".
- Monitor generator fuel supply and coordinate refueling with Washoe County Equipment Services.
- Generate report on plant operation.
- Complete DMR sheets for submittal to state agency.

Quarterly schedule of activities:

- Change oil in equipment and grease motors as indicated in equipment maintenance manuals.

- Calibrate lift station pump output.
- Flush sump pump in S&L lift station.
- Verify proper operation of alarm system.
- Coordinate raw sewage wet well cleaning (Remove grease accumulation, etc.). Coordinate with Washoe County Community Services Department.
- Generate report on plant operations and maintenance.
- Exercise all valves.
- Order equipment and supplies as needed.
- Maintain an adequate spare parts inventory.

**Seasonal activities:**

- Remove snow and ice on an as need basis. Should include removal of snow and ice from building entrances, walkways and catwalks associated with process facilities or other high traffic areas.
- Perform weed removal and verify proper operation of the irrigation system in the area immediately adjacent to buildings and process areas. Coordinate with Washoe County for irrigation repairs and herbicide spraying.
- Perform weed removal and scarification of rapid infiltration basins. Coordinate with Washoe County for weed spraying.

## **LEMMON VALLEY WASTEWATER TREATMENT FACILITY**

### **Operational Goals**

The following operational goals have been established for the Lemmon Valley Wastewater Treatment Facility:

- Perform an evaluation of plant capacity. SPB will assist by performing relevant process tests, collecting and delivering samples for laboratory testing, and collecting other plant information.
- Conduct preventative maintenance to minimize equipment failures, ensure process stability, reduce frequency of alarms, minimize contract labor and minimize after hours call-outs and/or overtime labor hours.
- Utilize predictive maintenance techniques/tools to prevent failures.
- Manage pond levels to mitigate bank erosion.

### **Staffing Requirements**

SPB shall be responsible for onsite staffing five (5) days per week. There will also be Saturday and/or Sunday visits during daytime hours to log data and check facility operations. Additional staffing requirements include twenty-four (24) hour response to alarms, and provide cell phone/pager contact 24 hours per day, seven days per week for emergencies.

SPB will be required to provide two levels of supervision for the facility. The first level will consist of a supervisory level operator with at least 10-years of experience supervising operation of a grade III, or

equivalent, activated sludge wastewater treatment facility. The second level of supervision will consist of a and primary level operator with at least 5-years of experience supervising operation of a grade I, or equivalent, activated sludge wastewater treatment facility. The Supervisory or Primary operator will be available on a twenty-four (24) hour per day, (7) day per week basis to coordinate and/or supervise facility operation, including any after-hours activities.

Supervisory Operator Certification Requirements:  
State of Nevada Wastewater Treatment Grade III

Primary Operator Certification Requirements:  
State of Nevada Wastewater Treatment Grade I

### **Minimum Maintenance Requirements:**

The following outlines the routine plant maintenance activities and identifies the maintenance intervals.

Daily schedule of activities:

- Bag and dispose of trash.
- Check and clean clarifier surface and launder.
- Record daily influent flow.

Weekly schedule of activities:

- Check all equipment for proper operation in accordance with manufacturer's O&M requirements, including but not limited to, comminutor, blowers and clarifier drive mechanism.
- Record equipment totalizer hours.
- Rotate equipment lead/lag operation status where possible.
- Check plant for proper color, foam, odors, excess grease or debris.
- Run control tests for D.O., settling, pH and MLSS.
- Calculate and adjust wasting requirements.
- Adjust RAS (Return Activated Sludge) setting and waste sludge continuously on batch method.
- Collect samples for transportation and testing as required in the discharge permit.
- Remove grit accumulation in the headwork channel.
- Check influent lift station bubbler operation.
- Wash down clarifier stilling well.
- Adjust air headers as required for proper air distribution.
- Manage evaporation/percolation pond system for good operation.
- Check evaporation/percolation pond level and berm conditions.
- Clean plant and equipment as required.

Monthly schedule of activities:

- Conduct microscopic exam for activated sludge to assist in determining plant-operating parameters.
- Back-flush Smith and Loveless pumps as required.
- Clean blower air filters.
- Check lighting system for proper security.
- Check drive belt for clarifier.
- Check oil levels in comminutor.
- Test generator for proper operation and check fluid levels.
- Repair of pond berm as requested.
- Remove trash and debris that has accumulated in the WAS pond(s).

Quarterly schedule of activities:

- Change oil in equipment and grease motors.
- Calibrate lift station pump output.
- Clean blower rotary lobes, if required.
- Verify proper operation of alarm system.
- Coordinate raw sewage wet well cleaning (Remove grease accumulation, etc.). Coordinate with Washoe County Community Services Department.
- Generate report on plant operations and maintenance.
- Exercise all valves.

Semi-annual schedule of activities:

- Discharge to the dry lake as required maintaining proper pond freeboard.
- Note:** Testing for BOD, TSS, pH and fecal coliform in each of the ponds must be twice weekly during discharge periods.

Seasonal activities:

- Remove snow and ice on an as need basis. Includes removal of snow and ice from building entrances, walkways and catwalks associated with process facilities or other high traffic areas.
- Perform weed removal and verify proper operation of the irrigation system in the area immediately adjacent to buildings and process areas. Coordinate with Washoe County for irrigation repairs and herbicide spraying.

## **SOUTH TRUCKEE MEADOWS WATER RECLAMATION FACILITY**

### **Operational Goals**

The following operational goals have been established for the South Truckee Meadows Water Reclamation Facility:

- Compliance with discharge permits.
- Conduct preventative maintenance to minimize equipment failures, ensure process stability, reduce frequency of alarms, minimize after hours call-outs and/or overtime labor hours.

- Utilize predictive maintenance techniques/tools to prevent failures.
- Produce plant effluent with less than 2 mg/L ammonia-N and less than 5 mg/L nitrate-N.
- Ensure SCADA system is storing plant data in a database for later use by trending/historian software.
- Use SCADA system and on-line nitrate/ammonia instrumentation to minimize nitrogen concentrations in treated effluent.
- Operations staff utilizes motor HP ratings, variable frequency drives, SCADA system, electrical main and sub-metering data and wastewater treatment process fundamentals in an effort to minimize electrical usage and electrical utility charges on an on-going basis.

#### **STMWRF General Maintenance Requirements**

- Check & maintain lubrication/lubricant levels of plant equipment in accordance with manufacturers O&M requirements. This includes, but is not limited to,

#### **STMWRF Headworks - Minimum Maintenance Requirements:**

##### **Daily schedule of activities:**

- Bag and dispose of trash.
- Verify proper operation of travelling plate screens. Check for blockages, alignment and lubrication.
- Verify proper operation of washer and compactor unit.
- Check wash water supply pumping system. Verify wash water supply upstream and downstream of booster pump.

#### **STMWRF Activated Sludge Process: - Minimum Maintenance Requirements:**

##### **Daily schedule of activities:**

- Run control tests for dissolved oxygen, settling, pH and suspended solids.
- Calculate and adjust biosolids wasting requirement.
- Adjust return activated sludge and sludge wasting for continuous operations.
- Conduct microscopic exam of activated sludge to assist in plant operating parameters.
- Adjust air flow to ensure adequate dissolved oxygen concentration of the solids digestion process.
- Check and clean clarifier weirs.

##### **Weekly schedule of activities:**

- Verify proper oxidation ditch mixer operation and speed. Mixers should maintain a velocity of 1 foot per second.

##### **Monthly schedule of activities:**

- Perform calibration check of mixed liquor ammonia and nitrate analyzers using a portable instrument or other laboratory testing. Recalibrate instrument if reading is off by more than 25%.

##### **Annual schedule of activities:**

- Perform maintenance and calibration of all analytical instruments. To include dissolved oxygen, ammonia and nitrate probes. Coordinate manufacturer field service visit if an instrument fails to provide reasonable values as identified within the scope of services or fail to hold calibration.

#### **STMWRF Filtration and Disinfection Facilities – Minimum Maintenance Requirements:**

##### **Daily schedule of activities:**

- Perform field inspection/measurements to verify accuracy of chlorine feed rate displayed in control room.

##### **Weekly schedule of activities:**

- Observe operation of filter air lift mechanism.
- Verify operation of filter air supply system. Check and record compressor hours. Alternate compressor lead/lag.
- Verify air flow rates to individual filter cells.
- Inspect chemical system tubing/piping for leaks.
- Verify proper dispersion of chlorine by contact basin mixing equipment.
- Clean chlorine analyzer sample line, sample cell and probe to remove bacterial slime or sediment.
- Clean turbidimeter sample cell and optics to remove any bacterial slime or sediment.
- Perform calibration check of STMWRF export pump station and Trademark Drive chlorine analyzer using a portable chlorine analyzer. Recalibrate instrument if reading is off by more than 20%.

##### **Monthly schedule of activities:**

- Measure and record level of filter media within each filter cell.
- Calibrate export pump station chlorine analyzer with appropriate chlorine standard solutions.
- Perform calibration check of export/effluent turbidimeter using a portable turbidimeter. Recalibrate if instrument reading is off by more than 20%.

##### **Quarterly schedule of activities:**

- Check operation of filter chemical mixers.
- Exercise all valves associated with chemical feed system.
- Calibrate filter effluent turbidimeter with formazin standard.
- Inspect chemical pump tubing for signs of wear. Advance tubing if wear is observed.

##### **Annual schedule of activities:**

- Inspect chlorine mixing equipment.
- Replace chemical feed pump tubing.
- Drain and inspect bulk chemical storage tanks.

## **STMWRF Effluent Pump Station Minimum Maintenance Requirements:**

### **Weekly schedule of activities:**

- Inspect electrical controls and alarm panel
- Inspect function of spring actuated check valve,
- Check electrical starters.
- Check pumps for excess noise, heat and/or ventilation.
- Record hour meter totalizer readings.
- Closely inspect pump-priming system.
- Observe check valve operation.

### **Monthly schedule of activities:**

- Grease pump motors.

### **Annual schedule of activities:**

- Coordinate measurement of voltage and amperage on pump motors.
- Check and adjust pump start/stop settings.
- Operate all gate valves.
- Coordinate check/cleaning of electrical connections.

## **STMWRF Auxiliary Systems**

### **Monthly schedule of activities:**

- Exercise engine and generator.

### **STMWRF Miscellaneous schedule of activities:**

- Respond to pump fail conditions as required.
- Maintain phone and pager contact with key personnel 24 hours/day.
- Repair or replacement of worn parts.
- Maintain needed spare inventory.

### **Seasonal activities:**

- Remove snow and ice on an as need basis. Should include removal of snow and ice from building entrances, walkways and catwalks associated with process facilities or other high traffic areas.
- Perform weed removal and verify proper operation of the irrigation system in the area immediately adjacent to buildings and process areas. Coordinate with Washoe County for irrigation repairs and herbicide spraying.

## **REMOTE WASTEWATER FACILITIES**

The following is the list of the Washoe County lift station and support facilities:

- Cold Springs Lift Station 1 Facility (Diamond Peak or Summit



- Cold Springs Lift Station 2 Facility (Woodland Village)
- Coyote Point Station Facility
- Hidden Canyon Lift Station
- Hidden Meadows Lift Station Facility
- Jan Evans Juvenile Justice Center Lift Station
- Mayberry Lift Station Facility (Aspen Glen)
- Montreux Lift Station Facility
- Pebble Creek Lift Station Facility
- Pecetti Ranch Lift Station Facility
- Southern Comfort Lift Station Facility
- Southwest Vista Lift Station Facility
- Steamboat Lift Station Facility
- Steamboat Springs (Zircon) Lift Station Facility
- Washoe County Sheriff's Department

### **Operational Goals**

The following operational goals have been established for the Cold Springs Water Reclamation Facility:

- Perform preventative maintenance of mechanical, electrical and controls systems at each remote facility to ensure reliable operation and to preserve equipment life.
- Utilize predictive maintenance techniques/tools to prevent failures.
- Ensure corrosion control equipment at facilities is in proper working order.

### **Minimum Maintenance Requirements:**

Under all circumstances, operation of the wastewater lift stations will be in accordance with the engineers' and manufacturers' operation and maintenance manuals supplied for each lift station. Listed below are general O&M requirements for Washoe County's dry well and wet well sewage lift stations and remote grinder/screening equipment.

Daily schedule of activities:

- Inspect and clean bar screens
- Bag and haul trash removed from wastewater screening equipment

Twice per week schedule of activities:

- Inspect pump station site and fencing for security and possible vandalism
- Check station site for cleanliness and excessive weed growth.
- Inspect electrical controls and alarm panel.
- Check pumps in both "hand" and "auto" modes.
- Check pumps for noise and/or vibration.
- Check, clean and test all float switches. Adjust as required.

- Check wastewater flows.

Weekly schedule of activities:

- Record hour meter readings.
- Check heating and ventilation system.
- Check seal filters and inspect the seal water flow rate.
- Inspect the function of spring actuated check valve.
- Check the pump starters and the pump lead/lag alternation.

Monthly schedule of activities:

- Calculate monthly flows.
- Check “lag” pump operation.
- Inspect valve vault, record discharge pressure, and bail out water accumulation.
- Record wastewater pumping flows.

Quarterly schedule of activities:

- Submit reports with remarks and observations.
- Schedule and assist in grease removal as required.

Semi-annual schedule of activities:

- Exercise valves.
- Check alarm system operation.
- Record motor amperage and line voltage.
- Grease pump motors.
- Perform corrosion control system maintenance.
- Perform preventative maintenance of control system.
- Exercise engine and generator.

Miscellaneous (Done on a continual basis) schedule of activities:

- Respond to alarm conditions as required.
- Phone and pager contact with key personnel 24 hours/day.
- Adjust floats as required.
- Replace worn or repaired parts.
- Maintain needed spare parts.
- Perform “minor” landscaping to include weed removal and verify proper operation of the irrigation system in the area immediately adjacent to buildings and process areas. Coordinate with Washoe County for irrigation repairs and herbicide spraying.

## **RECLAIMED WATER PUMPING AND STORAGE FACILITIES**

- Huffaker Reservoir
- STMWRF Reclaimed Water Export Facility
- Trademark Drive Chlorine Monitoring Station
- Fieldcreek Booster Pumping Station

### **Operational Goals**

- Maintain disinfectant residual throughout the reclaimed water distribution system to prevent microbial regrowth. Utilize on-line instrumentation to ensure adequate disinfection at STMWRF.

### **Minimum Maintenance Requirements:**

#### Daily schedule of activities:

- Verify proper operation of on-line analytical instruments in STMWRF export building and Trademark vault.

#### Weekly schedule of activities:

- Inspect pump station site for security and signs of vandalism.
- Check station site for cleanliness.
- Inspect electrical controls and alarm panel.
- Test and adjust time of use timers as applicable.
- Check booster pump operation in both “hand” and “auto” modes.
- Check pumps for excess noise, heat and/or vibration.
- Check for leakage inside pump station.
- Record flow totalizer and hour meter readings.
- Inspect check valves to insure proper operation.
- Grease pump motors.
- Test low suction sensors.
- Check and adjust pump start/stop settings.
- Clean chlorine analyzer sample line, sample cell and probe to remove any bacterial slime or sediment.
- Clean turbidimeter sample cell and optics to remove any bacterial slime or sediment.
- Perform calibration check of export pump station and Trademark Drive chlorine analyzer using a portable chlorine analyzer. Recalibrate instrument if reading is off by more than 20%.
- Exercise all valves associated with booster pumping facilities.
- Exercise Huffaker Reservoir inlet/outlet control valves
- Measure Huffaker Dam piezometer water levels and monitor the drain relief on a quarterly basis.

- Check and service surge tank and compressor.

Monthly schedule of activities:

- Calibrate STMWRF export pump station and Trademark Drive chlorine analyzer with appropriate chlorine standard solutions.

Quarterly schedule of activities:

- Calibrate filter effluent turbidimeter with formazin standard.
- Perform calibration check of export/effluent turbidimeter using a portable turbidimeter. Recalibrate if instrument reading is off by more than 20%.

### **GENERATOR SERVICE**

In order to ensure uninterrupted service at all of the wastewater treatment plants and sewage lift stations, SPB will be responsible for monthly generator maintenance activities. Washoe County will maintain a separate purchase order with a qualified service company for specialized generator service.

#### **Operational Objectives:**

Conduct preventative maintenance to ensure reliable operation of back-up generators.

#### **Minimum Maintenance Requirements:**

Monthly schedule of activities:

- Check and record hour meter.
- Check engine lubricating oil level. Add as required bringing level to the full mark on the engine dipstick.
- Check fuel level in main tank and the operation of fuel day tank pump and float control switches.
- Check engine coolant level. Maintain level approximately one and one half inch below top of filler neck.
- Inspect battery connections and ground connection on the generator set. Clean and tighten as necessary.
- Operate and monitor the generator set under load for minimum of 30 minutes.
- Check radiator (if so equipped) for air restriction and dirt.
- Check anti-freeze concentration and maintain in accordance with the recommendations of the engine manufacturer.
- Inspect and check operation of any intake and exhaust air louvers.
- Check engine air intake system for leaks.
- Check exhaust for signs of leaks or restrictions, and drain any accumulated condensation.
- Coordinate fuel deliveries, major engine maintenance activities and routine maintenance and testing of power generation components.

**NOTE:** SPB will refer to the separate engine and generator operation and maintenance manuals provided with each installation. These manuals provide important information on the recommended maintenance intervals and procedures that are specifically applicable to the equipment utilized.

### **ASSET MANAGEMENT PROGRAM**

SPB will support Washoe County's wastewater and reclaimed water asset management program in order to provide efficient operation of facilities, a fully allocated rate structure and long term sustainability of the water utility.

#### **Operational Objectives:**

- SPB will use County provided maintenance management program for asset management.

#### **Minimum Maintenance Requirements:**

- Provide an initial equipment inventory of all facilities within first six (6) months of the operations contract. The inventory will be submitted to the County as a Microsoft Excel file and have a format that is approved by Washoe County.
- Update equipment inventory on an annual basis.
- Enter equipment inventory into County provided maintenance management program.
- Hour meters.

### **WASHOE COUNTY RESPONSIBILITIES**

- Basic responsibilities of Washoe County will include:
  - Promptly procure and continually maintain all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities and received or granted to the county as owner of all Facilities and component parts thereof;
  - Be responsible for expenditures for all capital replacement; provided that SPB will provide justification and review of the related such expenditures;
  - Shall enforce all county ordinances, including the billing and collection of all fees and rates pertaining to the Facilities;
  - Washoe County, shall at all times, provide access to the Facilities for SPB, its agents, and employees;
  - Maintain and repair sewers, cleanouts, outfalls, and other appurtenances not constituting the Facilities.
- Washoe County will maintain a supervisory control and data acquisition network (SCADA system) for monitoring facility operation and data collection. This will include human machine interface (HMI) terminals at the Cold Springs and South Truckee Meadows treatment facilities, SQL database storage capability, and plant historian trending capabilities. The County will provide SPB with on-going support for the HMI system and will provide a telephone based alarm system for monitoring facility or process alarms.

- Building equipment systems including HVAC, roofing, indoor and outdoor lighting, and domestic plumbing are maintained by the Washoe County Community Services Department – Facility Maintenance group. SPB will coordinate with Facilities for building maintenance. In the event that the Facility Maintenance group is unable to respond, SPB may be asked to perform building maintenance. These non-routine tasks will be reimbursed on a time and materials basis.

**Note:** SPB will maintain Facilities to address wear and tear type items that occur in occupied areas such as control rooms, offices, laboratories or restrooms. This will include, but is not limited to, interior painting, replacement of damaged carpeting or flooring, replacement of lamps or bulbs in lighting fixtures, general housekeeping and janitorial items. These tasks will be performed with approval and/or direction from Washoe County and materials will be purchased using funds from the operations general maintenance account.

- Washoe County will maintain a purchase order with a chemical supplier for bulk chemical purchases. This will include sodium hypochlorite, alum, ferric chloride and polymers/coagulants.
- Washoe County shall provide engineering and technical services required to identify, evaluate, and prepare preliminary recommendations necessary to ensure the proper operation and maintenance of the facilities.
- The County will provide SPB with an asset management system (currently MP2) which is to be used by the firm to manage day to day facility maintenance, track major maintenance events and repair history, track inventory and generate facility maintenance and labor reports. While Washoe County will provide a desktop terminal, maintain product licensing, support software installation and program development, SPB will be required to train office and field personnel in methods of data entry, work order consolidation and report generation.

#### **UTILITY ADMINISTRATION, DATASTREAM, LOCAL OFFICE/SUPPORT STAFF**

##### Monthly & Quarterly Washoe County Schedule

- Safety
  - *Monthly* safety meeting held at either STM or Cold Springs. This includes OSHA regulated training and an allotted time slot for plant specific training. Discussion regarding how to improve safety in repairs and daily activities.
  - *Quarterly* plant safety inspections; covering everything from MSDS to yard appearance.
  - *Annual* Safety Program updating, including written program and MSDS related materials.
- Datastream: Provide reports showing work order details, work order summary and employee hours by location. These are reconciled with a time recap report done monthly. Equipment history is available upon request.
- Operator updates on equipment, tasks, etc. according to O&M manuals.
- Recordkeeping/Logs that encompass miscellaneous plant information (i.e., flows, equipment history, pump run times, fuel, etc.)
- Vendor coordination for subcontracted work.
- Billing, purchase order approvals, contract balance spreadsheets and tracking.
- Work Orders

- All other non-preventive or scheduled maintenance and repairs tracking. Pictures and transcribing for major plant events and repairs to accompany.
- Phone Communication: Miscellaneous phone communication between Washoe County and SPB Utilities regarding plants, lift stations, budgetary needs and alarms.

#### **ADMINISTRATION & OPERATIONS OVERHEAD**

1. Accounts Receivable/Accounts Payable
2. Alarm Response and Coordination
3. Certification & Related Expenses
4. Correspondence Courses
5. Discharge Permit Maintenance
6. Educational Expense
7. Employee Related Expenses
8. Employee Screening/Drug Testing/Immunization
9. Employee Training
10. Field Equipment
11. Field Supply Inventory
12. General Liability Insurance
13. General Safety/Emergency Supplies
14. General Supplies & Minor Inventoried Spare Parts
15. General Testing Equipment Supplies
16. General Use Equipment, Generators, Samplers, Tools, etc.
17. Leadership Training & Conferences
18. Licenses and Agreements
19. Memberships
20. Monthly Meetings, Documentation and Photos
21. Office Equipment/Copier/Laser Printers/Computers/Miscellaneous Computer Peripherals
22. Office insurance
23. Office Management
24. Office Telephones, High-Speed Internet Service
25. Office Travel Expense
26. Record Retention/Data Storage
27. Reference Material/Library
28. Regulatory Correspondence
29. Service Agreements
30. Time – Overhead (Non-chargeable Time)
31. Uniforms
32. Volunteer Time
33. Washoe County Contract Maintenance
34. Washoe County Related Oral and Written Correspondence

**WCUD Contract Fee Schedule  
Effective 1/1/15 to 12/31/19**

**Exhibit C**

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
<b>Operator: Grade III &amp; IV</b>	\$56.00	\$84.00
<b>Operator: Grade I &amp; II</b>	\$51.00	\$76.50
<b>Labor/Operator-in-Training:</b>	\$33.00	\$49.50
<b>Administration/Management:</b>	\$56.00	N/A
<b>Admin Support Staff:</b>	\$46.00	N/A

\*Note: Overtime rates do not apply for "operators-in-training."



## **EXHIBIT D**

### **INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS FOR OPERATIONS AND MAINTENANCE CONTRACT**

#### **INDEMNIFICATION AGREEMENT**

CONTRACT OPERATOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACT OPERATOR'S property, caused by the omission, failure to act, or negligence on the part of CONTRACT OPERATOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACT OPERATOR, or by others under the direction or supervision of CONTRACT OPERATOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACT OPERATOR, should CONTRACT OPERATOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACT OPERATOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACT OPERATOR.

#### **GENERAL REQUIREMENTS**

CONTRACT OPERATOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACT OPERATOR. CONTRACT OPERATOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

#### **INDUSTRIAL INSURANCE (Workers' Compensation)**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACT OPERATOR or any Sub-consultant by COUNTY. CONTRACT OPERATOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACT OPERATOR and any sub-consultants used pursuant to this Agreement.

Should CONTRACT OPERATOR be self-funded for Industrial Insurance, CONTRACT OPERATOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACT OPERATOR that CONTRACT OPERATOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACT OPERATOR'S sole cost and expense.

## **MINIMUM LIMITS OF INSURANCE**

CONTRACT OPERATOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
3. Pollution Liability: \$1,000,000 per claim and \$2,000,000 as an annual aggregate.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACT OPERATOR, including COUNTY'S general supervision of CONTRACT OPERATOR; products and completed operations of CONTRACT OPERATOR; premises owned, occupied or used by CONTRACT OPERATOR; or automobiles owned, leased, hired, or borrowed by CONTRACT OPERATOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACT OPERATOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACT OPERATOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACT OPERATOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACT OPERATOR and insurance carrier. COUNTY reserves the right to require that CONTRACT OPERATOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## **VERIFICATION OF COVERAGE**

CONTRACT OPERATOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **SUBCONTRACTORS**

CONTRACT OPERATOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## **MISCELLANEOUS CONDITIONS**

1. CONTRACT OPERATOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACT OPERATOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACT OPERATOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACT OPERATOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACT OPERATOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACT OPERATOR to stop work under this Agreement and/or withhold any payments which become due CONTRACT OPERATOR hereunder until CONTRACT OPERATOR demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.